

**IN THE DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

Ramiro Casillas, on Behalf of Himself  
and all Others Similarly Situated,

Plaintiff,

v.

Amerifield, Inc.,

Defendant.

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Case No. 5:20-CV-741-XR

**JOINT STIPULATION OF DISMISSAL WITH  
PREJUDICE PURSUANT TO RULE 41(a)(1)(A)(ii)**

Plaintiff Ramiro Casillas (“Plaintiff” or “Casillas”) and Opt-in Plaintiffs Manuel Valdez, Jr., Marco Palomo, and Isola Fadipe (collectively, “Plaintiffs”), and Defendant Amerifield, Inc. (“Defendant” or “Amerifield”), pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, hereby stipulate that the above-captioned action be dismissed with prejudice, with each Party to bear his or its own attorney’s fees and costs.

Plaintiffs have reached a Confidential Settlement Agreement with Defendant to resolve all of their claims against Defendant in this lawsuit brought pursuant to the federal Fair Labor Standards Act (“FLSA”).

The United States Court of Appeals for the Fifth Circuit has held that judicial approval of a FLSA settlement is not required when the parties are represented by counsel and there is a mutual settlement of a bona fide dispute as to the amount of hours worked as opposed to a waiver of a plaintiff’s substantive FLSA rights. *Bodle v. TXL Mortg. Corp.*, 788 F.3d 159, 164-65 (5th Cir. 2015); *Martin v. Spring Break ’83 Prods., L.L.C.*, 688 F.3d 247, 257 (5th Cir. 2012).

Here, Plaintiffs and Defendant, each represented by counsel, jointly stipulate that they have

reached a mutual resolution of bona fide disputes between Plaintiffs and Defendant relative to the FLSA regarding whether the FLSA is applicable to Plaintiff and the Opt-in Plaintiffs and the amount of services/hours provided by them. Accordingly, Court-approval of the settlement is not required in order to dismiss this lawsuit.

There are no pending motions in this lawsuit as to any Party herein, and the Court has not certified a collective action.

Counsel for all Parties have signed this stipulation below. As such, this stipulation of dismissal with prejudice is appropriate pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, and no Order from the Court dismissing the above-captioned action is necessary in order to effectuate dismissal of this action.

Dated: January 11, 2021

Respectfully submitted,

SHELLIST | LAZARZ | SLOBIN LLP

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ATTORNEYS FOR DEFENDANT

**CERTIFICATE OF SERVICE**

On January 11, 2021, I filed the foregoing document with the Clerk of Court for the Western District of Texas using the Court's CM/ECF system, which served all counsel of record with a true and correct copy of this document electronically.

s/Melinda Arbuckle \_\_\_\_\_  
Melinda Arbuckle